

Barry Peters  
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Idaho State Bar No. 3762

Attorney for Trustee

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In Re:	)	
	)	Case No. 93-02385
DAVID SILVA and	)	Chapter 7
SHARON SELMASSKA,	)	
	)	<b>MOTION FOR APPROVAL OF</b>
Debtors.	)	<b>COMPROMISE</b>
	)	
	)	

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COMES NOW, JOHN KROMMENHOEK, the duly appointed, qualified, and acting Trustee of the above-named Debtors, by and through his attorney of record and, pursuant to the provisions of Rule 9019(a) of the *Bankruptcy Rules*, hereby moves this Court for its approval of the compromise of all controversies existing between the bankruptcy estate of the above named Debtors and Barbara J. Wussler, William Wussler, and/or the Courtroom, Inc.

Attached to this Motion as Exhibit "A," is an executed copy of the proposed Compromise Settlement Agreement and Mutual Release between the parties. Said proposed agreement describes both the background of the compromise and the terms of the proposed

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settlement. Said agreement is subject to the approval of the Idaho Bankruptcy Court.

If approved by the Court, the proposed compromise will ultimately resolve the reciprocal claims of the bankruptcy estate and David Silva's former wife, Barbara Wussler, and allow the \$76,102.55 which the Trustee has on hand to be applied against the creditor claims in the following order:

1. All of the administrative claims will be paid in full after Court approval of each such claim.

2. The sole unsecured priority claim (of the Internal Revenue Service) will be paid in full.

3. All general unsecured nonpriority claims which were filed in a timely manner (with the sole exception of the claims asserted by Barbara Wussler, William Wussler, and/or The Courtroom, Inc.) will next be paid in full.

4. Any remaining funds will then be applied against any approved claim of Barbara Wussler which may remain after resolution of Adversary Proceeding No. 94-06203 and San Diego County (California) Superior Court Case No. 694631

5. The tardy claim of the State of New Jersey (which was authorized by the Bankruptcy Court, but which has not yet actually been filed at this time) will receive nothing under this compromise unless the claim of Barbara Wussler is for any reason disallowed.

Under the compromise itself, Barbara J. Wussler agrees to subordinate her claim to the claims of all other timely-filed

general unsecured nonpriority claims. This will allow all of those other general unsecured claims and all administrative and priority claims to be paid in full. In exchange, the Trustee will relinquish all claims which the bankruptcy estate has (under the above-listed Adversary Proceeding and Superior Court case) to any ownership interest claimed by the bankruptcy estate in The Courtroom, Inc. and/or the Solana Beach real property, as well as the claim which the Trustee has for sanctions under the Idaho Bankruptcy Court's decision dated July 29, 1997. The only issues left unresolved by this compromise involve the validity and dischargeability of Barbara J. Wussler's judgment against the Debtor, David Silva. These issues continue to be litigated by the Debtor and Barbara Wussler.

It is the opinion of the Trustee that the proposed compromise is in the best interest of the creditors of this estate in that (1) it will permit the prompt resolution of all issues except the Wussler dischargeability issue; (2) the consideration offered by the Wusslers and the Courtroom, Inc. is significant in that it will permit the payment in full of all other timely-filed creditor claims; and (3) it will finally resolve sufficient issues to permit the immediate payment of all creditors except Barbara Wussler and the state of New Jersey.


WHEREFORE, the Trustee prays for the Order of this Court authorizing the Trustee to compromise these controversies according

to the terms set forth in this Motion and in the attached  
Compromise Settlement Agreement and Mutual Release.

DATED this 9<sup>th</sup> day of March, 2000.

BARRY PETERS, ATTORNEY AT LAW, P.A.

By

  
\_\_\_\_\_  
Barry Peters, Of the Firm  
Attorneys for Trustee

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 9<sup>th</sup> day of March, 2000, I served a true and correct copy of the foregoing Motion for Approval of Compromise upon all of the parties named on the mailing matrix associated with this case by depositing the same in the United States mail, postage prepaid, in envelopes addressed to the above-referenced parties. A copy of said mailing matrix is attached to the original of this Motion for Approval of Compromise filed with the Court. In addition, copies were sent by first class mail to:

Donald Rinaldo  
Attorney at Law  
2444 Morris Avenue  
Union, New Jersey 07083

Robert Vreeland  
Attorney at Law  
244 Morris Avenue  
Union, New Jersey 07083

  
\_\_\_\_\_  
MARY M. GREGORY

## COMPROMISE SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Compromise Settlement Agreement And Mutual Release ("Agreement") is made and entered into by and among Barbara J. Wussler ("Mrs. Wussler"), William A. Wussler, also known as "Doc" Wussler ("Mr. Wussler") and The Court Room, Inc., a California corporation ("TCR, Inc."), on the one part, and John Krommenhoek, successor bankruptcy trustee of the Chapter 7 bankruptcy estate of Dave Silva d/b/a Nos Otnos, Inc., etc. ("Mr. Krommenhoek" or the "trustee"), on the other part (hereinafter the foregoing may sometimes be collectively referred to as the "parties"), and is executed in connection with the following recitation of facts:

### RECITALS

A. In July 1981, Mrs. Wussler filed a complaint in the California Superior Court against David J. Silva (hereinafter "Mr. Silva" or the "debtor") and TCR, Inc. entitled Barbara J. Silva v. David J. Silva, et al., Case No. 473407, alleging and/or seeking to impress a constructive trust, breach of contract, fraud, conversion, common counts, declaratory relief and appointment of receiver (the "Underlying Action");

B. On June 5, 1984 the California Superior Court entered a Judgment by Default (the "Judgment") in the Underlying Action awarding the following, among other things, in favor of Mrs. Wussler against the debtor:

(1) The principal sum of \$204,990.62 (hereinafter the "Monetary Award"); and

(2) Transfer of the following property from the debtor to Mrs. Wussler: (i) all 100% of stock in TCR, Inc.; and (ii) all right, title and interest in real property located in Solana Beach, California (hereinafter the "Property Award");

C. On August 8, 1993, Dave Silva and Sharon Selmasska jointly filed a Chapter 13 bankruptcy petition in the United States Bankruptcy Court, District of Idaho, Case No. 93-02385, which was later converted to a Chapter 7 proceeding;

D. C. Barry Zimmerman ("Mr. Zimmerman"), was the original duly appointed and qualified trustee of the Chapter 7 bankruptcy estate of Mr. Silva, and he was succeeded by Mr. Krommenhoek as the successor trustee of the Silva bankruptcy estate;

E. On March 18, 1994, Mrs. Wussler filed an Adversary Proceeding against the debtor entitled Barbara J. Wussler v. Dave Silva, Adversary Proceeding No. 94-06203, requesting the Idaho Bankruptcy Court to determine the Judgment to be a nondischargeable obligation pursuant to §§ 523(a)(2)(A) and 523(a)(4) (the "Adversary Proceeding");

F. The debtor and the predecessor trustee, Mr. Zimmerman, filed a counterclaim and third party complaint in the Adversary

Proceeding against Mrs. Wussler, Mr. Wussler and TCR, Inc. (sometimes hereinafter collectively referred to as the "Wusslers"), alleging that the Judgment entered in the Underlying Action was void under California law and that Mr. and Mrs. Wussler defrauded the debtor out of several assets, including the ownership of TCR, Inc. and the Solana Beach Property;

G. On February 1, 1995, the Idaho Bankruptcy Court filed its Memorandum Decision relating to motions filed by the Wusslers in this Adversary Proceeding whereby the court abstained from adjudging the issues relating to the validity and meaning of the Judgment to allow the parties an opportunity to obtain a ruling from the California state court as to the validity of the Judgment (the "Memorandum Decision"). The bankruptcy court also directed that the parties, in the interests of judicial economy, should have the California court clarify certain findings in the Judgment entered in the Underlying Action;

H. On or about February 1, 1995, the bankruptcy court entered an Order in accordance with its Memorandum Decision (the "Abstention Order") permitting the parties to take action in the California State Court seeking to set aside, amend, or to obtain other relief as to Mrs. Wussler's Judgment against the debtor;

I. In November 1995, the debtor and the predecessor trustee filed a lawsuit against the Wusslers in the San Diego Superior Court entitled C. Barry Zimmerman, et al., v. Barbara J. Wussler, et al., Case No. 694631, seeking, among other things: (1) to set aside the Judgment based on extrinsic fraud; and (2) to obtain a constructive trust against the Courtroom restaurant and the Solana Beach Property (hereinafter the "California Lawsuit");

J. On October 7, 1996, the Wusslers filed a cross-complaint in the California Lawsuit against the debtor, the trustees, Mr. Krommenhoek and Mr. Zimmerman, and the debtor's former attorney, Donald J. Rinaldo, alleging causes of action for: (1) declaratory relief; (2) equitable indemnity; (3) breach of fiduciary duty/negligence; (4) quantum meruit; (5) unjust enrichment/constructive trust; and (6) statutory violation;

K. On or about April 30, 1997, the trustee filed a motion with the bankruptcy court seeking, among other things, sanctions against the Wusslers for violating the automatic stay and the order of February 1, 1995, by filing the cross-complaint against the debtor and the trustees in the California Lawsuit;

L. On or about May 14, 1997, the Wusslers filed their motion with the bankruptcy court seeking, among other things, relief from the automatic stay, clarification of the Order of February 1, 1995, and leave to litigate the claims asserted against the trustee in the cross-complaint filed in the California Lawsuit;

M. On July 29, 1997, the Idaho Bankruptcy Court entered its Order determining some of the issues presented by the motions filed by the trustee and the Wusslers. The bankruptcy court determined

that the claims asserted against the debtor, Mr. Silva, did not violate the court's Abstention Order or the automatic stay. The bankruptcy court determined that the claims against the trustee violated the Abstention Order and constituted a willful violation of the automatic stay under § 362(a) and violation of the Barton doctrine which subjected the Wusslers to a claim for sanctions (the "Sanction Order");

N. The Wusslers have timely appealed the Sanction Order, which is currently pending before the Ninth Circuit Court of Appeals (the "Appeal Proceeding");

O. Mrs. Wussler filed a non-priority unsecured claim against the Silva bankruptcy estate in the amount of the principal sum of the Monetary Award under the Judgment, \$204,990.62, plus all interest accruing thereon pre-petition (the "Wussler Claim"). In addition, Mrs. Wussler has been awarded costs of \$18,650.74 in connection with the California Lawsuit.

P. The trustee has represented to the Wusslers that the Silva bankruptcy estate administrative expenses are currently in the amount of approximately \$62,000.00, and there are now approximately \$233,000.00 in late-filed non-priority unsecured claims, and timely-filed non-priority unsecured claims (not including the claim of Mrs. Wussler) in the approximate amount of \$9,000.00;

Q. The trustee has represented to Wusslers that in addition to the claims in the California lawsuit and the Sanction Order the only known asset of the Silva bankruptcy estate at the time of this Agreement is the sum of \$75,642.72 in cash received by the trustee under a default judgment entered against First Fidelity Bank, N.A., New Jersey, in the amount of approximately \$80,000.00, including principal, interest and costs (the "New Jersey Bank Judgment");

R. Because the funds on hand will potentially satisfy all claims and expenses of the bankruptcy estate with the exception of Mrs. Wussler's Claim and the late filed non-priority unsecured claim, the trustee believes that his duties to the bankruptcy estate and all parties in interest, including the debtor, have been satisfied; and

S. The parties desire to settle any and all disputes between them, subject to the terms and conditions hereinafter provided.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, agreements, and representations set forth herein, the parties hereby agree as follows:

1. Recitals Are Incorporated By Reference. It is expressly agreed that the above recitals are incorporated herein by reference and thereby made a part of this Agreement.

2. Claim Against Bankruptcy Estate. Upon entry of the order of the Bankruptcy Court, as set forth in Paragraph 9 below, Mrs. Wussler shall be allowed an unsecured non-priority claim in the Silva bankruptcy estate in the principal amount of the Judgment, plus interest accruing thereon pre-petition. Mrs. Wussler shall reserve the right to continue to seek the decree of the Bankruptcy Court declaring the debtor's obligation to be nondischargeable.

3. Disbursement To Creditors. Upon approval of the Bankruptcy Court and entry of the order of the Bankruptcy Court, as set forth in Paragraph 9 below, all disbursement of assets and proceeds of the Silva bankruptcy estate, including any proceeds arising from the New Jersey Bank Judgment, shall be disbursed by the trustee in the Silva bankruptcy estate according to the following order:

(a) First, payment of Chapter 7 administrative expenses allowed and approved by the bankruptcy court in the Silva bankruptcy proceeding until all such claims are paid in full;

(b) Second payment of Chapter 13 administrative expenses;

(c) Third, payment of unsecured priority claims which have been timely filed and allowed by the bankruptcy court until all such claims are paid in full;

(d) Fourth, payment of allowed and timely filed unsecured non-priority claims which shall be disbursed as follows:

(i) First, to all other allowed unsecured non-priority claims on a pro-rata basis, until all unsecured non-priority claims, other than the claim held by Mrs. Wussler, are paid in full;

(ii) Then, any and all remaining proceeds shall be paid to Mrs. Wussler until Mrs. Wussler's Claim is paid in full.

(e) Fifth, payment of allowed and late filed unsecured non-priority claims which have been allowed by the bankruptcy court until all such claims are paid in full.

4. Stay Or Continuance Of Proceedings Pending Approval Of Agreement. Upon execution of this Agreement, the parties shall request that the California Lawsuit and the Appeal Proceeding be stayed or otherwise continued for a minimum period of forty-five (45) days following entry of the order by the Idaho Bankruptcy Court approving this Agreement, as set forth in Paragraph 9 below.

5. Dismissal Of Proceedings. Upon entry of the order of the Bankruptcy Court, as set forth in Paragraph 9 below, the trustee shall dismiss, with prejudice, his third party claims asserted in the Adversary Proceeding and withdraw from, and dismiss without



prejudice, the trustee's claim in the California Lawsuit. The parties agree that such dismissals shall not affect the right of the debtor to prosecute his claims against the Wusslers in the California Lawsuit. Upon entry of the order of the Bankruptcy Court, as set forth in Paragraph 9 below, the Wusslers and TCR Inc. shall dismiss the Appeal Proceeding, with prejudice, shall dismiss with prejudice their claims against the trustee in the California Lawsuit and shall waive any and all costs awarded in connection with the California Lawsuit.

6. Waiver Of Objections. Upon entry of the order of the Bankruptcy Court, as set forth in Paragraph 9 below, the Wusslers and TCR Inc. waive their right to assert objections to any application for allowance of administrative expenses which are filed in the Silva bankruptcy estate by the trustee and his counsel, Barry Peters, Esq. The trustee waives any objections to the claims asserted by Mrs. Wussler against the Silva bankruptcy estate.

7. Representation And Warranties. Each of the parties to this Agreement represents, warrants and agrees as follows:

(a) Each party has received independent advice from his attorney and/or financial advisor with respect to the advisability of making the settlement provided for herein;

(b) Each party or agent therefor has read this Agreement and understands the contents thereof;

(c) Each of the individuals executing this Agreement on behalf of their respective parties possesses the power and authority to do so and thereby binds his or her respective parties;

(d) This Agreement is binding upon and shall inure to the benefit of each of the parties hereto, and their respective parents, subsidiaries, affiliates, joint venturers, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns;

(e) Each of the parties hereto has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the parties acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer;

(f) This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by all the parties;

(g) In the event of any litigation arising under or concerning this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the non-prevailing party in such litigation;

(h) This Agreement and the release and other terms provided for herein, are made, executed, given, and accepted as part of a compromise and settlement of disputed claims. No provision of this Agreement, or any acceptance of the benefits thereof, by or on behalf of any of the parties hereto, shall be construed or deemed to be evidence of any admission of facts, matter, thing or liability of any kind to any other party. Each of the parties hereto denies any liability of any kind to any other party for any purpose and this settlement is made solely and entirely as a compromise. Neither this Agreement nor any of the terms hereof shall be offered or received as evidence in any proceeding as an admission of liability or wrong doing by any of the parties hereto;

(i) The trustee shall be responsible for obtaining approval from the Bankruptcy Court in this bankruptcy proceeding of this Agreement, pursuant to Bankruptcy Rule 9019 and any other applicable statute or rule. Such court approval is a condition of this Agreement;

(j) This Agreement may be executed in two or more counter-parts, each of which put together shall constitute one original document;

(k) The failure of a party to this Agreement to exercise any right or remedy under the Agreement, or by law, shall not be a waiver of any obligation or right of the parties hereto, nor constitute a modification of the Agreement, nor constitute a waiver of any other similar default;

(l) Each of the parties warrants and represents that she/he/it shall execute and deliver any and all instruments, agreements, documents, and other writings, including but not limited to dismissals, with or without prejudice, as referenced herein, and to perform all other acts reasonably necessary to effect the terms, conditions and purposes of this Agreement;

(m) The parties hereto acknowledge that they are aware that they may hereafter discover facts different from, or in addition to, those that they now know, or believe, to be true with respect to the claims, causes of actions, rights, obligations, debts, liabilities, accounts, liens, damages, losses and expenses herein released ("Claims"), and each party, on its own part, agrees that the within release and agreement shall remain in effect in all respects as a complete and general release as to all matters released herein notwithstanding any such different or additional facts. In making and entering into this Agreement, the parties hereto assume the risk of any mistake of fact or of law if any party

should subsequently discover that any fact relied upon by such party in entering into this Agreement is not true, or that such parties' understanding of the facts or law was incorrect, except as expressly stated herein. This Agreement is intended to be final and binding upon all parties regardless of any mistake of law or of fact or any other circumstance whatsoever except as stated herein to be incorporated;

(n) The parties hereto agree that each will not make, assert, or maintain against any other party released in this Agreement any claim, demand, action, suit or proceeding arising out of, or in connection with, matters respectively released herein. This Agreement may be pleaded as a full and complete defense to, and may be used as a basis for an injunction against any action, suit or other proceeding which may be prosecuted, instituted, or attempted by or on behalf of any party hereto in breach of this Agreement; and

(o) The parties hereby declare and represent that the full compensation for the damages allegedly sustained in connection with the aforementioned losses and claims is uncertain and indefinite, and that in making this Agreement, it is understood and agreed that the parties rely wholly on their own judgment, belief, and knowledge as to the nature, extent, and duration of said damages. The parties have not been influenced to any extent whatsoever in making this release by any representation or statement regarding said damages, or regarding any other matter, made by the person, persons, or entities hereby released, or by any other person or persons representing them, including attorneys.

8. Mutual Releases. Effective upon entry of the order of the Bankruptcy Court set forth in Paragraph 9 below, and except as to any claims arising from this Agreement, the parties to this Agreement, Mr. Wussler, Mrs. Wussler, TCR Inc. and Mr. Krommenhoek (both individually and as Trustee), for themselves, for C. Barry Zimmerman as predecessor trustee, and their attorneys described as H. Paul Kondrick and H. Paul Kondrick, A Professional Corporation, Richard C. Norton, Jon S. Gorski and the law firm of Moffatt, Thomas, Barrett, Rock & Fields, Chartered, Barry Peters, Barry Peters, Attorney At Law, P.A., Jill Olofson and the law firm of Keesel, Young & Logan, A Professional Corporation, Kent McQuarter, Charles Richmond, Art Sloane and Martin Barbato, release, discharge and forever acquit one another from any and all claims, demands, causes of action, allegations, rights, attorneys' fees, costs and/or liabilities of any nature arising, known or unknown, and without limitation including those from or relating to the matters, facts and issues described in the Adversary Proceeding, California Lawsuit, Sanction Order and Appeal Proceeding, or otherwise. It is expressly understood, acknowledged and agreed that this release shall not apply to the debtor or attorneys Donald Rinaldo and Robert Vreeland. Further, Mr. Wussler, Mrs. Wussler and TCR Inc. agree to indemnify the Trustee, Barry Peters, Jill Olofson, and their law firms, from any third party or similar claim which may arise against them in connection with any matters as to which a

release has been given. The Bankruptcy Court for the District of Idaho shall retain jurisdiction for the determination of all claims involving any such third party claim. Mrs. Wussler, Mr. Wussler and TCR, Inc. further agree to specifically release attorneys Donald Rinaldo and Robert Vreeland for conduct relating to their capacities as attorneys for the trustee only, except for any claims they may have for conflict(s) of interest, breach(es) of fiduciary duty, including duties to intended beneficiaries, negligence, malicious prosecution, adverse representation, abuse of process, infliction of emotional distress, interference with prospective and other economic or contractual relations or advantage, and civil conspiracy with client. No release is given to said attorneys for their conduct in any other capacity. Nothing herein should be construed as conferring any independent right or defense whatsoever on, or in favor of, Donald Rinaldo or Robert Vreeland.

9. Bankruptcy Court Approval. This Agreement is subject to the entry of an order of the United States Bankruptcy Court, District of Idaho, approving this Agreement, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and, if necessary, approving or confirming debtor's right to continue to prosecute his claims against the Wusslers pending in the California Lawsuit. On execution of this Agreement by all parties, the trustee shall be responsible for applying to the Bankruptcy Court for an order approving this Agreement, and authorizing the parties to undertake the acts contemplated by the Agreement. In the event that the Bankruptcy Court fails to approve this Agreement, it shall not be binding on the parties and the parties do not release or waive any claims, rights or causes of action they may otherwise possess.

THIS COMPROMISE SETTLEMENT AGREEMENT AND MUTUAL RELEASE is entered into on the last date below written and effective as of February 1, 2000.

Dated: Feb 10, 2000

Barbara J. Wussler  
BARBARA J. WUSSLER

Dated: Feb 10, 2000

William A. Wussler  
WILLIAM A. WUSSLER also known as  
"Doc" Wussler

THE COURT ROOM, INC., A California Corporation:

Dated: Feb 10, 2000

By: Barbara J. Wussler  
BARBARA J. WUSSLER, President


Dated: Feb 15, 2000

John Kromenhoek  
JOHN KROMENHOEK, Successor  
Bankruptcy Trustee of the Chapter 7  
Bankruptcy Estate of Dave Silva  
d/b/a Nos Otnos, Inc., etc.

APPROVED AS TO FORM:

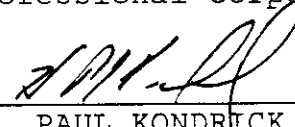
LAW OFFICES OF RICHARD C. NORTON:

Dated: 2-10-00

By:   
RICHARD C. NORTON  
Attorney for Barbara J. Wussler,  
William A. Wussler also known as  
"Doc" Wussler and The Court Room,  
Inc.

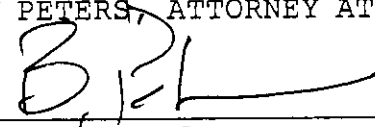
H. PAUL KONDRICK,  
A Professional Corporation:

DATED: FEB 10, 2000

By:   
H. PAUL KONDRICK  
Attorney for Barbara J. Wussler,  
William A. Wussler also known as  
"Doc" Wussler and The Court Room,  
Inc.

BARRY PETERS, ATTORNEY AT LAW, P.A.:

Dated: 02-12-00

By:   
BARRY PETERS  
Attorney for John Krommenhoek,  
Successor Bankruptcy Trustee of the  
Chapter 7 Bankruptcy Estate of Dave  
Silva d/b/a Nos Otnos, Inc., etc.

Wussler\\b\settle.2

Label\_Matrix  
for 93-02385  
Mon Feb 14 08:11:07 MST 2000

(76)

Dave Silva  
1437 Knight Dr  
Boise, ID 83712

Sharon Selmasska  
1437 Knight Dr  
Boise, ID 83712

John H Krommenhoek  
POB 8358  
Boise, ID 83707

Laura E Burri  
POB 2773  
Boise, ID 83701-2773

First Union National Bank

Court House, The

William Wussler

Barbara J Wussler  
c/o Patrick J Kole  
POB 829  
Boise, ID 83701

Internal Revenue Service, The  
550 W Fort Box 041  
Boise, ID 83724

M L Jensen  
c/o Jeffrey M Wilson  
POB 1544  
Boise, ID 83701

Darrell Jensen  
c/o Jeffrey M Wilson  
POB 1544  
Boise, ID 83701

Richard Zane  
Harold Q Noack Jr  
POB 875  
Boise, ID 83701

United States Trustee  
POB 110  
Boise, ID 83701

Barry Peters  
POB 952  
Boise, ID 83701-0952

Barbara J Wussler  
c/o Moffat Thomas  
POB 829  
Boise, ID 83701

KIVI Television  
Charis Sallee  
1866 E Chisholm Dr  
Nampa ID 83687

TCI Cable  
Szabo Associates, Inc  
3355 Lenox Rd 9th Fl  
Atlanta, GA 30326

PMI Mortgage Insurance Co  
601 Montgomery St  
San Francisco, CA 94111

Darrell Jensen  
c/o Jeffrey M Wilson  
POB 1544  
Boise, ID 83701

Dun and Bradstreet Info  
Trish Hortin  
POB 2160  
Salt Lake City UT 84110

Mountain West Audio  
1920 W Alexander St  
Salt Lake City UT 84119

Richard Zane  
c/o Harold Q Noack Jr  
POB 875  
Boise, ID 83701

Jeffrey M. Wilson  
420 W. Washington  
P. O. Box 1544  
Boise, ID 83701

United Services Auto-  
mobile Association  
1855 Telstar Drive  
Colorado Springs, Co  
80920

The Ocean Shirt Prints  
Action Collection Serv.  
1325 Vista Avenue  
Boise, ID 83705

The Gunfighter  
5325 Kendall Street  
Boise, ID 83706

TML, Inc.  
120 E. 40th  
Boise, ID 83714

TCI Cablevision  
8400 West Park  
Boise, ID 83704

Matrix  
02385  
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State of Idaho  
Dept. of Employment  
317 Main Street  
Boise, ID 83735-0760

Starr Map  
P. O. Box 2780  
Hailey, ID 83333

Sign Pro  
1520 Main Street  
Boise, ID 83702

Sawtooth Communications  
Inc., KIVI-6  
1866 E. Chisholm Drive  
Nampa, Idaho

G. Lance Salladay  
200 North 4th, Suite 302  
Boise, ID 83702

Rock 97 KLCI  
POB 1280  
Boise ID 83701

RME  
P. O. Box 3277  
Boise, ID 83703-0007

PVQ  
411 S. 5th  
Boise, ID 83702

Northwest Cable  
P. O. Box 190054  
Boise, ID 83719

Norco  
P. O. Box 15299  
Boise, ID 83715

Harold Q. Noack, Jr.  
733 North 7th Street  
P. O. Box 875  
Boise, ID 83701

Muzak  
1920 W. Alexander St.  
Salt Lake City, UT 84119

Movie Facts, Inc.  
1870 Busse Highway  
Suite 200  
Des Plaines, IL 60016

Kissin' 92  
P. O. Box 488  
Boise, ID 83704  
\*\*\*MAIL RETURN\*\*\*

KLCI FM  
P. O. Box 1280  
Boise, ID 83701

KIVI Television  
Collections  
P. O. Box 420  
Dunnellon, FL 34430

KF 95 and KFXD AM/FM  
P. O. Box 107  
Boise, ID 83701

KCIX FM  
5257 Fairview Avenue  
Suite 250  
Boise, ID 83706

KBOI  
4400 E. Broadway Blvd.  
Suite 112  
Tucson, AZ 85711

KBCI, Channel 2  
P. O. Box 2  
Boise, ID 83707

Internal Revenue Service  
970 Broad Street  
Newark, NJ 07102

Internal Revenue Service  
550 W. Fort Street  
Boise, ID 83724

Intermountain Gas  
P. O. Box 64  
Boise, ID 83732

PMI Mortgage Insurance  
c/o Craig A. Capua  
12770 Colt Rd., Ste 1015  
Dallas, TX 75251

Idaho Statesman  
P. O. Box 40  
Boise, ID 83707

Idaho Pump and Plumbing  
9975 Fairview Avenue  
Boise, ID 83704

Idaho Power  
1520 W. State  
Boise, ID 83702

Idaho State Tax Comm  
P. O. Box 36  
Boise, ID 83722

Idaho Electric Signs  
6528 Supply Way  
Boise, ID 83705

Label\_Matrix  
for 93-02385  
Mon Feb 14 08:11:07 MST 2000

IFCO  
1776 Commerce Avenue  
Boise, ID 83705

Higgin and Rutledge  
P. O. Box 8567  
1661 Shoreline Dr., #100  
Boise, ID 83707

Grasmick Produce  
215 E. 42nd Street  
Boise, ID 83714

Gap Graphics Arts  
Publishing, Inc.  
5325 Kendall Street  
Boise, ID 83706

E. K. Williams  
7007 Fairview Avenue  
Boise, ID 83704

Bob Dyer  
P. O. Box 4917  
Ketchum, ID 83340

Clovis and Roche  
(Viking Assoc/KGEM  
Radio)  
P. O. Box 1164  
Metairie, LA 70004

Carpenters  
916 Albany  
Caldwell, ID 83605

Bureau of Alcohol and  
Tobacco  
801-A West Eighth Street  
Suite 300  
Cincinnati, OH 45203

Boise Water Corporation  
P. O. Box 6490  
Boise, ID 83707-6490

Boise Viking Assoc. LP  
5601 Cassia Street  
Boise, ID 83705

Boise City of Trees  
P. O. Box 2760  
Boise, ID 83701

Bally's Grand  
P. O. Box 1749  
Atlantic City, NJ 08404

Back Stage Comedy Netwrk  
The Entertainer Agency  
501 E. Monte Vista  
Suite A  
Vacaville, CA 95688

BMI  
320 W. 57th Street  
New York, NY 10019

BMI  
Broadcast Music, Inc.  
Suite 1140  
410 N. 44th Street  
Phoenix, AZ 85008-9878

American Linen  
1402 Grove  
Boise, ID 83702

Action Alarm Dispatch  
3929 Overland Road  
Suite 793  
Boise, ID 83705

ASCAP  
3500 188th Street  
Lynwood, WA 98037